

JP

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HENRY J. LACHER and MICHAEL RUSKOWSKI, on behalf of themselves and others similarly situated,

Plaintiffs,

v.

ARAMARK CORPORATION,

Defendant.

: CIVIL ACTION

19

687

: NO. _____

: CLASS ACTION

: JURY TRIAL DEMANDED

COMPLAINT – CLASS ACTION

Henry J. Lacher (“Lacher”) and Michael Ruskowski (“Ruskowski”) (collectively “Plaintiffs”) bring this class-action lawsuit against Aramark Corporation (“Defendant”). Plaintiffs assert nationwide class-action claims for breach of contract, promissory estoppel, and unjust enrichment. See Counts I-III. In addition, Lacher asserts, on behalf of himself and other class members who worked in South Carolina, claims for breach of contract by a fraudulent act and violations of the South Carolina Payment of Wages Act. See Counts IV-V. As summarized in this complaint, Plaintiffs’ legal claims generally stem from Defendant’s failure to pay managerial bonuses earned by Plaintiffs and other class members in Fiscal Year 2018 pursuant to standardized bonus plans. In early-2018, Defendant communicated the bonus plans to all class members and promised that, as in previous years, the bonuses would be paid to anyone meeting the eligibility requirements. Plaintiffs and the class members met the eligibility requirements, and, in December 2018 and January 2019, Defendant sent emails to Plaintiffs and the class members promising that the bonuses would be paid in February 2019. Unfortunately, on

February 1, 2019, Defendant broke its promises and informed Plaintiffs and the class members that bonuses will not be paid for Fiscal Year 2018.

PARTIES

1. Lacher is a citizen and resident of Greenville County, SC.
2. Ruskowski is a citizen and resident of Palm Beach County, FL.
3. Defendant is a corporation organized under Delaware law and maintaining a principal place of business in Philadelphia, PA. Defendant's stock is traded on the New York Stock Exchange under the symbol "AMRK."

JURISDICTION AND VENUE

4. This Court has jurisdiction under 28 U.S.C. § 1332(d) because the potential classwide damages exceed \$5 million and Plaintiffs and other class members are citizens of states different from Defendant.
5. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendant is headquartered in Philadelphia, PA and, upon information and belief, the conduct giving rise to Plaintiffs' claims was committed in Philadelphia, PA.

FACTS

6. Defendant is in the business of providing food, facilities, and uniform services to customers such as schools and universities, hospitals, convention centers, and sports and entertainment venues throughout the world. According to Defendant's web-site, www.aramark.com, Defendant has over 270,000 employees and operates in 19 different countries.

7. Defendant's fiscal year ("FY") runs from October 1 to September 30.

8. Defendant reportedly enjoyed record revenues and profits in FY 2018 and increased its shareholder dividends by 5% in the latest quarter.

9. Defendant classifies its managerial employees as falling within various “Career Bands.” Career Band 1 is the highest level of management, while Career Band 8 is the lowest level of management.

10. At or around the beginning of each FY, Defendant publishes standardized Bonus Plans that apply to its managers. Managers falling within Career Bands 3-5 are paid bonuses pursuant to an annual Management Incentive Bonus Plan (hereinafter “MIB Plan”). Meanwhile, managers falling within falling within Career Bands 6-8 are paid bonuses pursuant to an annual Front Line Manager Bonus Plan (hereinafter “FLM Plan”).

11. In February 2018, Defendant sent all managers falling within Career Bands 3-5 the “FY2018 Management Incentive Bonus (MIB) Plan.” See Exhibit A. The accompanying email informed these managers that the FY 2018 MIB Plan was “mostly unchanged” from the previous year’s Plan. See id. at p. 1.

12. Likewise, in February 2018, Defendant sent all managers falling within Career Bands 6-8 the “FY2018 Front Line Manager (FLM) Bonus Plan.” See Exhibit B.

13. Lacher has worked for Defendant as a District Facilities Manager since 2016. His position always has fallen within Career Band 5. As indicated in Lacher’s March 8, 2016 offer letter, Defendant initially promised to pay him a bonus calculated pursuant to the applicable MIB Plan. See Exhibit C.

14. At the ends of FY 2016 and FY 2017, Lacher like other managers falling within Career Bands 3-5 was paid an annual bonus in strict accordance with the MIB Plan published

at the beginning of the applicable FY.

15. Ruskowski has worked for Defendant since October 2009. His current position of Director of Environmental Services for one of Defendant's facilities in Florida places him within Career Band 7. Ruskowski does not currently maintain a copy of his offer letter; however, he recalls that, at various times throughout his employment, Defendant promised to pay him an annual bonus calculated pursuant to the applicable Bonus Plan.

16. At the ends of all FYs prior to FY 2018, Ruskowski – like other managers falling within Career Bands 6-8 – was paid an annual bonus in strict accordance with the Bonus Plan published at the beginning of the applicable FY.

17. Defendant's 2018 FY ended on September 30, 2018. Plaintiffs – like hundreds, and possibly thousands, of other managers employed during FY 2018 – were owed bonus pay pursuant to the applicable Bonus Plan. In particular, Lacher was owed over \$40,000.00 under the FY 2018 MIB Plan, while Ruskowski was owed over \$10,000.00 under the FY 2018 FLM Plan.

18. On December 3, 2018, Defendant sent Plaintiffs and other managers an email titled: "Attention Required: Important Notice Regarding FY 18 Bonus." This email was addressed to "All US Bonus Eligible Employees" and stated: "This is to inform you that bonus payments, historically paid in December, will be paid in February." See Exhibit D.

19. On January 29, 2019, Defendant sent Plaintiffs and other managers an email promising that their bonus payments for FY 2018 would be made on February 15, 2019. See Exhibit E.

20. On February 1, 2019, Defendant sent an email to Plaintiffs and other managers

stating that it was not making any Bonus payments for FY 2018. See, e.g., Exhibit F (February 1, 2019 email to Lecher).

CLASS ACTION ALLEGATIONS

21. Plaintiffs bring Counts I-III on behalf of a class consisting of all managers employed by Defendant in the United States in Career Bands 5-8 who (i) were eligible for bonus pay under an FY 2018 bonus plan and (ii) have not received all bonus pay owed.

22. Plaintiffs bring Counts IV-V on behalf of a sub-class class consisting of all managers employed by Defendant in South Carolina in Career Bands 5-8 who (i) were eligible for bonus pay under an FY 2018 bonus plan and (ii) have not received all bonus pay owed.

23. Class-action treatment of Plaintiffs' claims is appropriate because, as alleged below, all of the class-action requirements of Rule 23 of the Federal Rule of Civil Procedure are satisfied.

24. The class, upon information and belief, includes hundreds - and possibly thousands - of individuals, all of whom are readily ascertainable based on Defendant's payroll records and are so numerous that joinder of all class members is impracticable.

25. Plaintiffs are class members, their claims are typical of the claims of other class members, and they have no interests that are antagonistic to or in conflict with the interests of other class members.

26. Plaintiffs and their lawyers will fairly and adequately represent the class members and their interests.

27. Questions of law and fact are common to all class members, because, *inter alia*, this action concerns Defendant's common compensation policies, as described herein. The

legality of these policies will be determined through the application of generally applicable legal principles to common facts.

28. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because common questions of law and fact predominate over questions affecting only individual class members and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

COUNT I – Breach of Contract

29. Plaintiffs incorporate all prior paragraphs as if restated herein.

30. Under basic common-law principles applicable in Pennsylvania and throughout the United States, Defendant had a contractual obligation to pay Plaintiffs and other class members bonus payments for FY 2018 pursuant to the applicable Bonus Plan.

31. Defendant has breached its contractual obligations by failing to make FY 2018 bonus payments to Plaintiffs and other class members.

32. Defendant's contractual breach has damaged Plaintiffs and other class members, each of whom would have received valuable bonus payments in the absent of such breach.

COUNT II – Promissory Estoppel

33. Plaintiffs incorporate all prior paragraphs as if restated herein.

34. This promissory estoppel claim is pled in the alternative and should be reached if the Court or factfinder rejects Plaintiffs' breach of contract claim.

35. Defendant's conduct - including, but not limited to, promising at the time of hire that managers would be paid pursuant to Bonus Plans, referencing the Bonus Plans in offer letters and other documents, consistently making bonus payments pursuant to the Bonus Plans

prior to FY 2018, and sending the December 3, 2018 and January 29, 2019 emails stating that the FY 2018 bonuses would be paid – reasonably induced Plaintiffs and other class members to rely Defendant’s promises and to expect that such bonuses would be paid for FY 2018.

36. Failure by this Court to enforce Defendant’s promise to make FY 2018 bonus payments would cause a great injustice to Plaintiffs and the class members and an unfair financial windfall to Defendant.

37. As such, Plaintiffs and the class members are owed their FY 2018 bonus along with any other damages deemed appropriate by the Court – under the promissory estoppel doctrine.

COUNT III – Unjust Enrichment

38. Plaintiffs incorporate all prior paragraphs as if restated herein.

39. This unjust enrichment claim is pled in the alternative and should be reached if the Court or factfinder rejects Plaintiffs’ breach of contract claim

40. Under basic common-law principles applicable in Pennsylvania and throughout the United States, the unjust enrichment doctrine applies when the plaintiff has conferred a benefit that has been appreciated by defendant under inequitable circumstances. See, e.g., EBC, Inc. v Clark Building Systems, Inc., 618 F.3d 253, 273 (3d Cir. 2010).

41. Here, Plaintiffs and the class members have conferred a significant benefit on Defendant by working throughout FY 2018 under the expectation that they would be paid bonuses in accordance with the applicable Bonus Plans. Moreover, Defendant has appreciated the benefits of such labor under inequitable circumstances.

42. As such, Plaintiffs and the class members are owed their FY 2018 bonus along

with any other damages deemed appropriate by the Court – under the unjust enrichment doctrine.

COUNT IV – Breach of Contract Accompanied by a Fraudulent Act

43. Lacher incorporates all prior paragraphs as if restated herein.

44. Defendant breached its employment agreement with Lacher and other South Carolina class members as alleged in detail above.

45. In breaching its contractual obligations, Defendant acted with a fraudulent intent by, for example: (a) misleading Lacher and others into believing that the FY 2018 bonus payments would be delayed from December 2018 until February 2019 but eventually paid and (b) moving the accrued FY 2018 bonus payment liability onto to the company's bottom line at the very end of the fiscal year to inflate company earnings.

46. Defendant's conduct has caused Lacher and other South Carolina class members to suffer substantial economic and non-economic damages.

47. Lacher and other South Carolina class members are entitled to recover actual damages from Defendant sufficient to compensate them for their actual damages.

48. In addition, Lacher and other South Carolina class members are entitled to an award of punitive damages against Defendant, in an amount to be determined by the jury at trial, sufficient to deter this Defendant and others from engaging in such wrongful and fraudulent conduct in the future.

COUNT V – South Carolina Payment of Wages Act

49. Lacher incorporates all prior paragraphs as if restated herein.

50. Defendant is an “employer” as defined by the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10(1), because it employed individuals in South Carolina.

51. Defendant employed Lacher and other South Carolina class members in South Carolina.

52. Defendant owes Lacher and other South Carolina class members "wages" as defined in section 41-10-10(2) of the Act, to compensate them for labor rendered to Defendant as required by their positions and Defendant's bonus plans.

53. Defendant has failed to pay Lacher and other South Carolina class members all wages due, as required by sections 41-10-40 and -50 of the Act. Lacher is informed and believes that the amount of unpaid annual bonus due to him alone exceed \$40,000.00.

54. On or about February 1, 2019, Defendant announced that no managers in Bands 5-8 would receive any bonus payments for FY2018. Defendant retroactively attempted to alter the terms and conditions of Lacher's employment and the employment of other South Carolina class members without providing at least 7-days' advanced, written notice of such proposed change, in violation of S.C. Code Ann. § 41-10-30.

55. Defendant's failure to pay Lacher and other South Carolina class members all wages due to them was willful, without justification, and in violation of the duty of good faith and fair dealing.

56. Upon information and belief, pursuant to section 41-10-80(C) of the Act, Lacher and other South Carolina class members are entitled to recover in this action an amount equal to three times the full amount of their unpaid wages, plus costs and reasonable attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, having fully set forth their allegations against Defendants, Plaintiffs respectfully request that the Court enter judgment for the following relief:

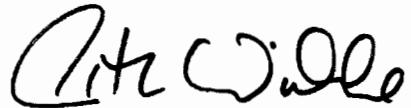
- a. An order certifying the class and sub-class under Federal Rule of Civil procedure 23;
- b. An award of monetary damages to Plaintiffs and the class members in the form of back pay for unpaid bonuses;
- c. Pre-judgment interest;
- d. Treble damages pursuant to the South Carolina Payment of Wages Act;
- e. Attorneys' fees and costs; and
- f. Such further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs demand a jury trial as to all claims so triable.

Dated: February 19, 2019

Respectfully submitted,



Peter Winebrake
WINEBRAKE & SANTILLO, LLC
715 Twining Road, Suite 211
Dresher, PA 19025
(215) 884-2491
pwinebrake@winebrake.law.com

David E. Rothstein
(*Pro hac vice* application forthcoming)
ROTHSTEIN LAW FIRM, PA
1312 Augusta Street
Greenville, South Carolina 29605
(864) 232-5870 (Office)
(864) 241-1386 (Facsimile)
drothstein@rothsteinlawfirm.com

Harold Lichten
(*Pro hac vice* application forthcoming)
Shannon Liss-Riordan

(*Pro hac vice* application forthcoming)
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
(617) 994-5800 (office)
(617) 994-5801 (facsimile)
hlichten@llrlaw.com
sliss@llrlaw.com

Attorneys for Plaintiffs

Exhibit A

EXHIBIT

tabbler

A

----- Forwarded Message -----

From: [REDACTED]

To: [REDACTED]

Sent: [REDACTED]

Subject: [REDACTED]

From: Aramark Global Compensation Department

Sent: Monday, February 26, 2018 11:27 AM

Cc: McKee, Lynn <McKee-Lynn@aramark.com>; Battaglia, Silvana <Battaglia-Silvana@aramark.com>; Augelli, Michael <Augelli-Michael@aramark.com>; Serpentine, Nicholas R <Serpentine-Nicholas@aramark.com>; Goldschmidt, Kevin <Goldschmidt-Kev.n@aramark.com>; Kavanagh, Ryan <Kavanagh-Ryan@aramark.com>

Subject: ANNOUNCEMENT: FY18 MIB Bonus Plan Communication Bands 3-5

Importance: High



Global Compensation

We are pleased to communicate the FY2018 Management Incentive Bonus (MIB) Plan design.

Outlined below is a comparison between the 2017 MIB and the 2018 MIB for employees in Bands 3-5.

The plan is remaining mostly unchanged in 2018, however, highlighted below is one significant adjustment to the 2018 MIB for employees in Bands 4 and 5 operations roles:

		Performance Objectives		Bonus Pool Targets	
Band 4-5	AOI	50%	95% - 100% - 105%	90% - 100% - 110%	
	Revenue	40%	90% - 100% - 110%	90% - 100% - 110%	
	IOs	10%	Varies	Varies	
Band 3-5	AOI	50%	95% - 100% - 105%	95% - 100% - 105%	
	Revenue	40%	90% - 100% - 110%	90% - 100% - 110%	
	IOs	10%	Varies	Varies	
All Others					

Attached is the MIB Plan Summary which includes:

- Description of the 2018 MIB Plan
- Example calculation
- Details on plan terms and conditions, including Individual Objectives (IOs)

You are encouraged to review the summary in detail

Please note that receipt of this email does not guarantee participation in the bonus program. The interpretation and administration of the FY2018 MIB Plan is subject to the terms and conditions as defined in the MIB Plan Document.

If you have any questions about the MIB, please contact your HR representative.

Thank you.

Global Compensation



FY18 Management Incentive Bonus (MIB)

- Band 3 to 5 Participants



Highlights

- NEW for FY18 – AOI leverage curve incentivizes maximum performance for Band 4-5 Operations
 - NEW for FY18 – Individual Objectives (IOs) focus on productivity initiatives
 - AOI and Revenue financial metrics remain as measures from prior year
 - Weighting remains consistent - Financial metrics - 90% and Individual Objectives (IOs) - 10%
- | | |
|---------|-----|
| AOI | 50% |
| Revenue | 40% |
| IOs | 10% |
- IOs measured on Labor Productivity, New Business and Retention, and Engagement scores

Design

			Prior Plan (FY17)	New Plan (FY18)
	Metric	Metric Weight	Performance Leverage Curve (Min - Target - Max)	Performance Leverage Curve (Min - Target - Max)
Band 4-5 Operations	AOI	50%	95% - 100% - 105%	90% - 100% - 110%
	Revenue	40%	90% - 100% - 110%	90% - 100% - 110%
	IOs	10%	Varies	Varies
Band 3-5 All Others	AOI	50%	95% - 100% - 105%	95% - 100% - 105%
	Revenue	40%	90% - 100% - 110%	90% - 100% - 110%
	IOs	10%	Varies	Varies

Team Goals

NOTE: Team Goals apply to AOI and Revenue metrics only. Performance is split between a participant's primary responsibility (80%) and his/her team goals (20%). Leverage curves may vary when applying team goal. HQ participants do not have team goals.

US Food & Facilities Sectors			DSD Sector			International Sector		
Job	Primary 80%	Team 20%	Job	Primary 80%	Team 20%	Job	Primary 80%	Team 20%
DM	District	Region	GM/DM	MC	Region	LOB Leader	Business	Country
RVP	Region	LOB	RVP	Region	LOB	Func. Leader	Country	Region/ Aramark

FY18 MIB - Summary

FY18 Management Incentive Bonus (MIB)

- Band 3 to 5 Participants



Example

Steps to Calculate Payout

1. Performance = Actual divided by Plan
2. Payout % is calculated using leverage curve
3. Payout for each metric is totaled by District and Region Weighted Payouts

Job Title	Compensation	Primary Responsibility	Team Responsibility
District Manager (Food)	Base Salary = \$100K Target Bonus = 22% Target Bonus = \$22K	District	Region

District and Region Performance (in millions)

Metric	District (80%)			Region (20%)		
	Plan	Actual	Performance	Plan	Actual	Performance
AOI	\$2.0	\$1.94	97%	\$10.0	\$10.1	101%
Revenue	\$20.0	\$20.6	103%	\$100.0	\$97.0	97%
IO	100%	100%	100%	n/a	n/a	n/a

Payout Calculation for District Performance

AOI Leverage Curve			Revenue Leverage Curve		
	Perf %	Payout %		Perf %	Payout %
Max	110%	200%	Max	110%	200%
	103%	130%		103%	130%
	Target	100%		100%	100%
	97%	77.5%		97%	77.5%
Min	90%	25%	Min	90%	25%

Overall Payout

Metric	Weight	District (80%)		Region (20%)		Combined Weighted Payout	Bonus Target	Total Payout
		Payout %	District Weighted Payout	Payout %	Region Weighted Payout			
AOI	50%	77.5%	31%	120%	12%	43%	\$11K	\$9.5K
Revenue	40%	130%	41.6%	77.5%	6.2%	47.8%	\$8.8K	\$10.5K
IO	10%	100%	10%	n/a	n/a	10%	\$2.2K	\$2.2K
Totals	100%	District:	82.6%	Region:	18.2%	Total: 100.8%	\$22K	\$22.2K

FY18 MIB - Example

FY18 Management Incentive Bonus (MIB)

- Band 3 to 5 Participants



Financial Metrics

AOI	Adjusted Operating Income inclusive of Corporate and other overhead allocations determined pursuant to the Corporation's accounting policies and procedures
Revenue	Sales as reported internally to Corporate Accounting and used for external financial reporting

Individual Objectives

Operations	Labor Productivity (Labor as a % of Revenue)	Actual Labor / Revenue over Plan Labor / Revenue
Growth	<ul style="list-style-type: none"> • New Business • Retention 	<ul style="list-style-type: none"> • Sales leaders measured on New Business goals • Retention leaders measured on Client Retention • Growth leaders measured on both
Finance	Free Cash Flow	An amount equal to operating cash flow minus capital spending
All Others	Engagement	Measured by total LOB/Country Sector/Function, +1% v PS
IO Scoring	Operators will be aligned to the businesses that they support. Growth and all other employees within a HQ function, LOB, or function within an LOB, will receive the same score within their assigned IO measure. Finance employees will be measured at the Corporate level (total Aramark) only . Final scores of individual participants are subject to Senior Leadership approval. Further guidance will be provided regarding actual IO calculations.	

Terms

Eligibility and Proration

Eligible	<ul style="list-style-type: none"> • Band 3 to 5 non-sales bonus eligible employees • Must be employed by Aramark for 6 months in the fiscal year • Must be employed by Aramark on the final day of the fiscal year
Proration	If the participant is a new hire or works in two or more units, the earned award will be prorated on the portion of the year served in each unit, against the full year of financial performance. Proration is number of months worked divided by 12
Conditions	The interpretation and administration of the FY18 MIB Plan is subject to the terms and conditions as defined in the MIB Plan Document.

FY18 MIB – Measures and Plan Terms

Exhibit B

FY18 Front Line Manager Bonus (FLM)

aram

Example

Participant

FLM	Base - \$70K Target Bonus - 10%	Profit Center
-----	------------------------------------	---------------

Example Performance (in thousands)

Metric	Account		
	Plan	Actual	Performance
FLC	\$500	\$525	105.0%
Revenue	\$5,000	\$4,900	98.0%
IO	100.0%	100.0%	100.0%

Example Calculation

FLC Leverage Curve		
	Perf.	Payout
Max	110%	150%
	105%	125%
Target	100%	100%
	95%	62.5%
Min	90%	25%

Steps to Calculate Payout

1. Performance = Actual divided by Plan
2. Payout percentage is calculated using leverage curve
3. In the example, 105% performance = 125% payout
4. Payouts for each metric are totaled by weight
5. Result is the bonus earned

Example Totaling Payout

Metric	Weight	Profit Center		Bonus Target	Total Payout
		Perf.	Payout		
FLC	40%	105.0%	125.0%	\$2.8K	\$3.5K
Rev	40%	98.0%	85.0%	\$2.8K	\$2.4K
IO*	20%	100.0%	100.0%	\$1.4K	\$1.4K
Totals				\$7.0K	\$7.3K

*IO performance based on individual FLM

FY18 FLM - Example

FY18 Front Line Manager Bonus (FLM)



Measures	Descriptions
FLC	Front Line Contribution determined by: Revenue – Operating Expenses (Food, Labor and Direct Expenses) FLC generally excludes NVDs and Overhead Costs
Revenue	Revenue as reported internally to Corporate Accounting and used for external financial reporting.
Client Budget	Performance against budget as defined by the client, in client interest accounts.
Labor Productivity	Actual Labor / Revenue over Plan Labor / Revenue
Partnership Value Index (PVI)	PVI results relative to previous year.
Patient Satisfaction (Food)	The percentile achieved on a national 3rd party survey when comparing survey scores against the largest database available (not peer group) To qualify, the score also must be greater than or equal to the hospital. Average Score between October and August (or September, if available).
HCAHPS Satisfaction (EVS)	The top box achieved on a national 3rd party survey when comparing survey scores against the largest database available (not peer group) To qualify, no more than 5 points below the hospital Average Score between October and August (or September, if available)
Net Promoter Score	The Net Promoter Score derived from the Customer Satisfaction survey

Terms	Eligibility and Proration
Eligible	<ul style="list-style-type: none"> • Band 8 to 6 Front-Line Managers • Must be employed by Aramark for 6 months in the fiscal year • Must be employed by Aramark on the final day of the fiscal year
Proration	If the participant is a new hire or works in two or more units, the earned award will be prorated on the portion of the year served in each unit, against the full year of financial performance Proration is number of months worked divided by 12.
Conditions	The interpretation and administration of the FY18 FLM Plan is subject to the terms and conditions as defined in the FLM Plan Document

FY18 FLM - Measures and Plan Terms

FY18 Front Line Manager Bonus (FLM)



Highlights

- Financial metrics focused on Front Line Contribution (FLC) and Revenue
 - Financial metrics - 80% and Individual Objectives (IOs) - 20%
- | | |
|---------|-----|
| FLC | 40% |
| Revenue | 40% |
| IOs | 20% |
- FLM Individual Objectives (IOs) focus on productivity initiatives
 - Leverage Curves incentivize maximum performance against each metric

Design

Performance is measured for each metric and payout is determined using the FLM leverage curves. Please refer to example calculation on the next page

Cost Plus (Fee Accounts)				P&L Accounts			
Metric	Metric Weight	Performance (Min – Max)	Payout (Min – Max)	Metric	Metric Weight	Performance (Min – Max)	Payout (Min – Max)
FLC	40%	90% - 110%	25% - 150%	FLC	40%	90% - 110%	25% - 150%
Client Budget	40%	102% - 85%	25% - 150%	Revenue	40%	90% - 110%	25% - 150%
IOs	20%	Varies	Varies	IOs	20%	Varies	Varies

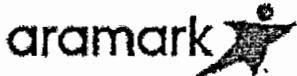
IOs

Individual Objective Assigned to Each LOB

Industry	Cost Plus (Fee Accounts)	P&L Accounts
Sports and Entertainment		
Leisure		
Corrections	Labor as % of Revenue & Partnership Value Index (PVI)	
Business Dining		
K-12 Education		
Higher Education	Labor as % of Revenue & Partnership Value Index (PVI)	
Facilities		
Healthcare	Patient Satisfaction & Partnership Value Index (PVI)	
Technologies	Net Promoter Score	

FY18 FLM - Summary

Exhibit C



EXHIBIT

C

March 8, 2016

Henry Lacher
[REDACTED]

Dear Henry,

Congratulations! We are excited to offer you the opportunity to join the Aramark team. Here are the employment offer details:

Position, Pay and Benefits

Position: Your position will be that of Facilities District Manager, Career Band 5, reporting to Mary Thornton.

Start Date: Your start date will be 4/11/2016.

Compensation: Your salary will be \$128,000.00 annually. You will be paid bi-weekly. Your position is exempt, which means that you are not eligible to receive overtime pay. Your hours may fluctuate from week to week and the salary you receive for each week is intended to compensate you for all hours worked that week.

Management Incentive Bonus: You will be eligible to participate in Aramark's Management Incentive Bonus (MIB) Plan for Fiscal Year 2016. As further described in the Plan, if you are eligible to receive a Management Incentive Bonus, the amount of your Bonus will be determined on the basis of Aramark performance measured against certain annual financial and/or non-financial goals, objectives and achievements. The guideline bonus for your new position is 22% of your base salary, less payroll taxes and other deductions. Your actual bonus paid in Fiscal Year 2016 will be pro-rated as appropriate.

Relocation: Aramark will facilitate your relocation. The relocation benefits will be paid as described in the Aramark Relocation Policy (enclosed). By signing this offer letter, you agree that, should you voluntarily decide to leave Aramark's employment at any time within 12 months of your relocation date, you will reimburse Aramark for the above mentioned relocation assistance described in the Aramark Relocation Policy document.

Company Car Program: You will be eligible for our Company Car Program. You are eligible to enroll in the program upon your initial start date and a company car and specific details of the program will be made available to you at that time.

Benefits: You will be eligible to participate in Aramark's Salaried Benefits Program, subject to the terms and conditions of such benefits and benefit plans, and subject to any legal requirements or limitations. These benefits include, but are not limited to, medical, life, and disability insurances, Aramark's Employee Assistance Program, Retirement Income Plan and paid time off.

Pre-Employment Paperwork and Other Requirements

Background Check/Drug Test: Aramark conducts pre-employment background checks for all new hires. The background check may include, but is not limited to, one or more of the following: criminal history check, sexual offender registry check, fingerprinting, health screening, employment history verification and/or reference check. In addition, a drug test may be required for this position. This offer of employment is contingent upon satisfactory background check results and, if applicable, drug test results. If a pre-employment drug test is required, instructions regarding completion of the drug test are enclosed with this letter, and the drug test must be completed within five (5) calendar days of receipt of this letter.

Documents to Complete in Paper and Electronically: There are a number of documents enclosed with this letter. Please review them carefully, completing and **immediately returning** those that require your completion. These include, but are not limited to, the following.

- Business Conduct Policy;
- Background Investigation Disclosure and Authorization Notice;
- Criminal History Disclosure Form;
- Drug and/or Alcohol Testing Consent Form;

There are additional documents that must be completed electronically. These include Section 1 of the Form I-9, payment method election, W-2 receipt method election, Affordable Care Act Notice, and Work Opportunity Tax Credit questionnaire. Upon completion of satisfactory background checks you will receive an email with information and directions to complete these forms electronically. **These documents must be completed no later than your first day of work.**

Form I-9: In order for Aramark to comply with the Immigration Reform and Control Act, you must provide documentation confirming your identity and eligibility to work in the United States within three (3) business days of your first day of work with Aramark. A copy of the Form I-9 Lists of Acceptable Documents is enclosed with this letter. Please note that because Aramark participates in E-Verify, we can accept only those List B documents that contain a photograph.

Other Information

Proprietary Information: During the course of your employment with Aramark, you will receive information and documents from Aramark that contain confidential or proprietary trade information concerning Aramark's business and business relationships ("Proprietary Information"). By accepting our offer of employment, you agree that at no time while employed by Aramark, or after the employment has ended for any reason, will you use any Proprietary information for any purpose not related to your employment duties at Aramark, or disclose any Proprietary Information to any person, firm or entity not associated with Aramark. At the end of your employment with Aramark, you agree that you will return to Aramark all such Proprietary Information, including, but not limited to, all manuals, client and supplier lists, and training and policy materials, as well as all Aramark property.

Non-Competition: By signing and accepting this offer, you agree that, for a period of twelve (12) months following termination of your employment with Aramark, you will not directly or indirectly, without Aramark's prior written permission, on your behalf or on behalf of any person, firm, corporation or other entity, be engaged in or in any way be concerned with or solicit or negotiate for the operation, management or provision of any hospitality and/or food services at any location within the your area of geographic responsibility at which

- (i) Aramark operated, managed or supervised such services at the time of termination of employee's employment; or
- (ii) Aramark either (a) had solicited or negotiated a contract for such operation, management or provision immediately preceding termination of employee's employment or (b) is continuing to solicit or negotiate a contract for such operation, management or provision at the time of termination of employee's employment.

The terms "negotiating", "negotiations", and "negotiate" shall include but not be limited to actual bargaining in connection with the terms of a proposed contract and any or all of the stages which usually precede successful contract negotiations, including, by way of example, prospect solicitation, survey of the facility or installation, ascertaining of service specifications and the formulation of recommendations concerning changes, if any, in food service techniques, procedures and methods, and the preparation and presentation of a proposal or proposed contract.

You acknowledge that enforcement of the provisions set forth in this section will not unduly impair your ability to obtain other employment following the termination (voluntary or involuntary) of your employment with ARAMARK. You further acknowledge that in the event of any violation by you of the provisions set forth in this section, Aramark will sustain serious, irreparable and substantial harm in its business, the extent of which will be difficult to determine and impossible to remedy by an action at law for money damages. Accordingly, you agree that, in the event of such violation or threatened violation by you, Aramark shall be entitled to an injunction before trial from

any court of competent jurisdiction as a matter of course upon the posting of no more than a nominal bond, in addition to all such other legal and equitable remedies as may be available to Aramark. You further agree that in the event any of the provisions of this letter are determined by a court of competent jurisdiction to be contrary to any applicable statute, law or rule, or for any reason unenforceable as written, such court may modify any of such provisions so as to permit enforcement thereof as thus modified.

Employment At Will: Your employment with Aramark is "at will", which means that either you or Aramark can terminate your employment relationship at any time for any reason, with or without cause and with or without notice. Because your employment with Aramark will be "at will", neither this offer of employment nor any other Aramark communication or document given to you shall alter, or shall be deemed or interpreted to alter, the "at will" employment relationship between you and Aramark.

Offer Contingency: This offer of employment with Aramark is contingent upon the following:

- Your ability to provide timely and satisfactory documentary proof of your identity and eligibility to work in the United States as described above.
- Satisfactory background check and, if applicable, drug test results, as well as successful completion of the conditional applicant health process.
- Your return of the enclosed copy of this letter, after being signed by you without modification, no later than 3/11/2016, after which time this offer will expire.

Entire Agreement: This letter sets forth the entire understanding between you and Aramark with respect to all aspects of the offer of employment. Any and all previous agreements or understandings between or among you and Aramark regarding topics addressed in this letter, whether written or verbal, are superseded by this letter. Any modifications to this letter must be in writing and signed by both you and Aramark.

Again, congratulations! We are excited to have you join the Aramark team. If you have any questions, feel free to contact me at (215) 238-7179.

Sincerely,

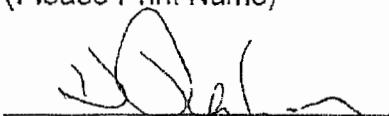
Jodie Spor

Jodie Spor

spor-jodie@aramark.com

Please return the signed offer letter to the Education HRSS Team via scanned copy to educationhrss@aramark.com no later than 3/11/2016.

Henry Lacher
(Please Print Name)


(Please Sign Name)

3-8-16
Date

PROPRIETARY INFORMATION AND POST-EMPLOYMENT RESTRICTIONS AGREEMENT

In consideration of: (a) the decision of Aramark, its parent corporation and affiliated entities (collectively referred to as the "Company") to provide me with access to Proprietary Information to further my opportunities for success while providing service on behalf of the Company, (b) my employment or continued employment in the position of Facilities District Manager with the Company; and (c) my continued eligibility to participate in the Aramark annual incentive bonus plan subject to the terms of the plan (each of which independently is in consideration of my agreements set forth below), I hereby enter into this *Proprietary Information and Post-Employment Restrictions Agreement* (the "Agreement") and agree as follows:

1. Nondisclosure.

1.1 Recognition of Company's Rights; Nondisclosure. I understand and acknowledge that my employment by the Company creates a relationship of confidence and trust with respect to the Company's Proprietary Information (defined below) and that the Company has a protectable interest therein.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, its affiliates, alliance members, parents and subsidiaries, developers, partners, customers and prospective customers, whether having existed, now existing, or to be developed during my employment. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and any other proprietary technology (hereinafter collectively referred to as "Inventions"), (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial

projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting business, suppliers and supplier information, and purchasing; (c) information regarding customers and potential customers of the Company ("Customers"), including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by the Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of the Company and other non-public information relating to customers and potential customers; (d) information regarding any of the Company's business partners, alliance members and their services, including names; representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by the Company, and other non-public information relating to business partners and alliance members; (e) information regarding the Company's employees and consultants ("Service Providers"), lists of Service Provider names and other information, compensation, performance and skills. (f) valuable confidential business information of the Company that does not qualify as a trade secret, (g) any other non-public information which a competitor of the Company could use to the competitive disadvantage of the Company; and (h) any intellectual property transferred to the Company from its predecessors or their former affiliates. Notwithstanding the foregoing, it is understood that Proprietary Information excludes information that is generally known in the trade or industry through no breach of this Agreement or other wrongful act or omission by me

1.3 Nondisclosure. At all times during my employment and at all times thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information, except as such disclosure, use or publication may be required in connection with my work for the Company, or unless the President of the Company expressly authorizes such in writing. I will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns. I will take all reasonable precautions to prevent the inadvertent or accidental disclosure of the Company's Proprietary Information. I understand and agree that the covenants, restrictions and prohibitions against disclosure of Proprietary Information are in addition to, and not in lieu of, any rights or remedies which the Company may have available pursuant to the laws of any jurisdiction or at common law to prevent disclosure of trade secrets or proprietary information, and the enforcement by the Company of its rights and remedies pursuant to this Agreement shall not be construed as a waiver of any other rights or available remedies which it may possess in law or equity absent this Agreement.

1.4 Third Party Information. I understand, in addition, that the Company has received in confidence and in the future will receive in confidence from third parties, including (without limitation), affiliates, alliance members, developers and partners of the Company or its predecessors, confidential and/or proprietary information and data, and trade

secrets belonging to such third parties ("Third Party Information"). During my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not use it, nor will I disclose it to anyone (other than Company personnel who need to know such information in connection with their work for the Company), except in connection with my work for the Company, or unless expressly authorized in writing by the President of the Company.

1.5 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential or proprietary information or trade secrets, if any, of any former employer or any other person or entity to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person or entity to whom I have an obligation of confidentiality unless consented to in writing by that former employer, person or entity. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information that is generally known in the trade or industry through no wrongful act or omission by me of my obligation of confidentiality to any former employer or other person or entity.

2. Duty of Loyalty & Best Efforts During Employment. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity that (i) is competitive in any way with the business, or planned business, of the Company or (ii) would conflict with, or otherwise interfere with my ability to satisfactorily perform the duties and responsibilities of, my employment by the Company. I also agree to use my best efforts and full time business time in advancing the interests of the Company during my employment.

3. No Solicitation of Employees, Service Providers, or Customers and No Competition agreement. I agree that during the period of my employment with the Company, and for the period of one (1) year after the date my employment with the Company ends for any reason, including, but not limited to, voluntary termination by me or involuntary termination by the Company, I will not, as an officer, director, employee, consultant, owner, partner of another person or entity, or in any other capacity, either directly or through others:

3.1 solicit, induce, encourage, or participate, directly or indirectly, in soliciting, inducing, or encouraging any employee or Service Provider to terminate or reduce his or her relationship with the Company.

3.2 solicit, divert or appropriate or attempt to solicit, divert or appropriate, by use of Proprietary Information or otherwise, any Customer of the Company with whom I had contact and/or about which I had Proprietary Information during my employment with the

Company, for the purpose of selling or providing to that Customer any services or products competitive with those available from the Company.

3.3 directly or indirectly, become employed by or provide services to (as an employee, consultant or otherwise), or acquire or maintain any ownership interest in, any business where such business is competitive in any way with any business lines in which I worked for the Company during the last two years of my employment. Given that the Proprietary Information to which the Company has provided me access is broadly transferrable, this restriction shall apply to services performed by me anywhere in North America.

3.4 The post-termination restrictions of Section 3.3 will not apply and will not be enforced by the Company with respect to post-termination competitive activity by me that occurs in California.

4. Reasonableness of Restrictions.

4.1 I agree that I have read this entire Agreement and understand it. I agree that this Agreement does not prevent me from earning a living or pursuing my career. I agree that the restrictions contained in this Agreement are reasonable, proper, and necessitated by the Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained herein.

4.2 In the event that, any one or more of the restrictions or obligations of Sections 1, 2, 3, and/or 5 of this Agreement shall for any reason be held to be unenforceable for any reason including, but not limited to, being excessively broad as to duration, scope, activity or subject, it shall be construed or modified by limiting and reducing it, so as to provide the Company with the maximum protection of its business interests and yet be enforceable under the applicable law as it shall then appear

5. Legal and Equitable Remedies.

5.1 I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to the Company and the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach or threatened breach of this Agreement.

5.2 I agree that if the Company is successful in whole or in part in any legal or equitable action against me under this Agreement, the Company shall be entitled to payment of all costs, including reasonable attorney's fees, from me

5.3 In the event that the Company enforces this Agreement through a court order, I agree that the restrictions of Section 3 shall remain in effect for a period specified in the order enforcing this Agreement, and I understand and agree that such period may extend the date specified in Section 3 in order to remedy any period of my violation of Section 3.

6. Notification Of New Employer. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

7. General Provisions.

7.1 Governing Law. To the maximum extent permitted by law, this Agreement will be governed by and construed according to the laws of the State of Delaware

7.2 Severability. In case any one or more of the provisions, subsections, or sentences contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.3 Successors and Assigns. This Agreement is for the benefit of the Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives, and as such may be assigned by the Company at any time without my consent to its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers

7.4 Survival. The provisions of this Agreement shall survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by the Company to any successor in interest or other assignee.

7.5 Employment At-Will. I agree and understand that nothing in this Agreement shall change my at-will employment status or confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause

7.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under

this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

7.7 Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

7.8 Certification of Compliance. I agree that upon termination of my employment with the Company, for any reason, I shall re-review this Agreement, and I shall sign and remit to the Company a *Certification* of my compliance with this Agreement, in the form attached hereto as **Exhibit A**, no later than five (5) days after the effective date of my termination of employment with the Company.

7.9 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

7.10 Effective Date. This Agreement shall be effective as of the date noted below

I have read this agreement carefully and understand its terms. I accept and agree to the terms and conditions of this Agreement:

Dated: 3-8-16


Henry Lacher
(Signature)

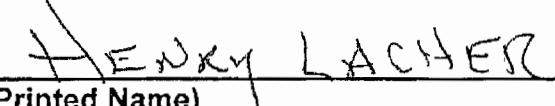

Henry Lacher
(Printed Name)

Exhibit A

TO: _____

FROM: _____

DATE: _____

SUBJECT: Certification of Compliance with *Proprietary Information and Post-Employment Restrictions Agreement* ("Agreement")

I certify that I have received a copy of the Proprietary Information and Post-Employment Restrictions Agreement ("Agreement") I signed in connection with my employment by Aramark in the position of Facilities District Manager. I certify that I have complied with, and will continue to comply with, the Agreement including, without limitation:

1. My obligations, pursuant to Section 1 of the Agreement, to preserve the confidentiality of all Proprietary Information belonging to the Company, and to not use any Company Proprietary Information, except to perform my job duties and responsibilities for and on behalf of the Company during my employment with the Company;
2. My obligations of non-solicitation pursuant to Section 3 of the Agreement; and
3. My obligations of non-competition pursuant to Section 3 of the Agreement.

I understand that this *Certification* in no way limits my rights and obligations or the Company's rights and obligations, under the Agreement.

After my employment with the Company ends, it is my plan to be employed by or to otherwise provide services to

which is in the business of

and that I will be working with that entity in connection with the following projects, services or products:

Dated.

Signature

Exhibit D

EXHIBIT

D

Fwd: Attention Required: Important Notice Regarding FY18 Bonus

From: [REDACTED]
To: [REDACTED]
Date: [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: myCareer Performance & Compensation <performance-compensation@aramark.com>
Date: December 3, 2018 at 2:01:46 PM EST
To: <lacher-henry@aramark.com>
Subject: Attention Required: Important Notice Regarding FY18 Bonus
Reply-To: <performance-compensation@aramark.com>



All US Bonus Eligible Employees,

This is to inform you that bonus payments, historically paid in December, will be paid in February. We know this timing is an inconvenient change, and greatly appreciate everyone bearing with us as we take some extra time to finalize the process as quickly as we can.

Please note that performance reviews will be conducted over the coming weeks and merit increases will continue to be effective at the end of the calendar year and reflected in paychecks in January 2019.

[View this email online.](#)

1101 Market Street
Philadelphia, PA | 19107 US

This email was sent to lacher-henry@aramark.com.

Exhibit E

EXHIBIT
E**Lacher, Henry**

From: Aramark HR EVP Lynn McKee <internalcommunications@aramark.com>
Sent: Tuesday, January 29, 2019 11:48 AM
To: Lacher, Henry
Subject: Update: Incentive Pay

aramark

It is still January, so belated New Year's wishes. As we head into February, I wanted to share an important update and preview some upcoming news.

As you may know, public companies typically have a window of several months to award bonus and incentive payments. Within the Aramark program, the payout window is from December thru mid-March and eligible employees can expect payouts to occur during that timeframe each year. This year's payout will occur on Friday, February 15. Communications will begin in the next few days and we will reach everyone by the end of this week.

On another note, we have also been doing a comprehensive analysis of how to invest Aramark's savings from the new tax law changes to benefit our workforce. Our "Enriching and Nourishing Lives" mission has led us in a variety of directions that you will be hearing about soon. Let me give you an idea of just a few of the areas we are focused on:

- Special recognition compensation
- Training and development
- Retirement plans

The actions that we will announce shortly have been carefully thought out and designed with one goal in mind: to strengthen Aramark by strengthening our employees. Stay tuned for more information about these exciting developments.

Thank you for your continued dedication and contributions to our company.

Lynn

Exhibit F

EXHIBIT
F**Lacher, Henry**

From: myCareer Performance & Compensation <performance-compensation@aramark.com>
Sent: Friday, February 01, 2019 6:15 PM
To: Lacher, Henry
Subject: FY18 Bonus Update

**FY'18 Bonus**

As you are aware, we have been working to finalize the FY 2018 bonus payouts.

While fiscal year 2018 was a good year for the total company, it was a year in which we saw great disparity in the financial performance across our US businesses which impacted bonus payments.

This resulted in a decision not to pay Fiscal Year performance bonuses for bands 5-8 in the US.

FY'19 – Special Recognition Award

We recognize and value the contributions of our key leaders. We are pleased that we have the opportunity to utilize some of the tax reform benefits received by the company to make a one-time special recognition award to select US leaders. You are one of those leaders. The amount of these awards will be the same for eligible employees within each band. Payments will be made on February 15, 2019.

As a Band 5 leader, you will receive \$27,500.

We value your continued leadership and commitment to Aramark.

[View this email online](#)

2400 Market Street
Philadelphia, PA 19103 United States

This email was sent to lacher-henry@aramark.com
To continue receiving our emails add us to your address book